

# Memorandum for General RFP Configuration

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**To:** Vendor with current valid proposal for General RFP #3509 for Telephone Equipment/Services

**From:** David L. Litchlitter

**CC:** ITS Project File Number 37106

**Date:** October 25, 2007

**Subject:** Letter of Configuration (LOC) Number 37106 for the procurement and installation of a telecommunications system for the Mississippi Department of Public Safety (MDPS)

**Contact Name:** Paula Conn

**Contact Phone Number:** 601-359-4411

**Contact E-mail Address:** conn@its.state.ms.us

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The Mississippi Department of Information Technology Services (ITS) is seeking the hardware, software, and services described below on behalf of the Mississippi Department of Public Safety (MDPS). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3509 for Telephone Equipment/Services. Our preliminary review of this proposal indicates that your company offers products, software, and/or services that may meet the requirements of this project; therefore, we are requesting your configuration assistance for the components described below.

## 1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 4.1, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC including the attached Standard Purchase Agreement.
- 1.3 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See attached instructions regarding Vendor exceptions.)

- 1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

## **2. GENERAL OVERVIEW AND BACKGROUND**

The Mississippi Department of Public Safety as a major unit of state government is responsible for the provision of public safety, law enforcement, and response to disaster situations. Due to the nature of MDPS' role, it is imperative that its headquarters location at 1900 East Woodrow Wilson Avenue, Jackson, Mississippi, maintain constant communications with all remote locations. These remote locations include (but are not limited to) other MDPS offices across the state, as well as the Governor's office, Mississippi Emergency Management Agency, Mississippi Department of Environmental Quality, Mississippi Department of Corrections, Mississippi State Health Department, and first responders.

Currently the MDPS headquarters campus is served by an AVAYA Definity G3si R6 Communication System and an AVAYA Definity Audix R3.2 Voice Mail System. While the systems have served the campus effectively, due to age the systems are becoming more difficult to maintain. MDPS wants to replace the systems based on current technology with the ability to upgrade hardware and/or software to meet future technology demands.

## **3. PROCUREMENT PROJECT SCHEDULE**

<b>Task</b>	<b>Date</b>
Release of LOC	Thursday, October 25, 2007
Mandatory Vendor Conference	Tuesday, October 30, 2007
Deadline for Vendors' Written Questions	Thursday, November 1, 2007
Addendum with Vendors' Questions and Answers	Tuesday, November 6, 2007
Proposals Due	Tuesday, November 13, 2007
Proposal Evaluation	November 13-21, 2007
Notification of Award	November 27, 2007
Contract Negotiations	November 28-December 18, 2007
Installation	January 14, 2007
Acceptance	February 4, 2007

## **4. STATEMENTS OF UNDERSTANDING**

- 4.1 Vendors will be required to attend a **mandatory Vendor Conference** scheduled for **Tuesday, October 30, 2007, at 1:30 P.M.** which will be held on the MDPS headquarters campus located at 1900 East Woodrow Wilson Avenue, Jackson, Mississippi. **Any vendor that fails to attend this conference will be eliminated from further consideration.**
  - 4.1.1 The purpose of this mandatory vendor conference is to provide the Vendors with a brief overview of the LOC and to give the Vendors a chance to see the current equipment room and the proposed equipment room.
  - 4.1.2 While Vendors may ask questions, Vendors are reminded that only questions submitted in writing and responded to in writing by ITS are deemed official.
- 4.2 The Vendor must provide pricing for all hardware, software, maintenance, and support for the proposed solution.
- 4.3 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.
- 4.4 The proposed system must not be nearing end-of-life.
- 4.5 Vendor must be aware that ITS reserves the right to make additional purchases at the proposed prices for a six (6) month period.
- 4.6 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
- 4.7 The winning vendor must be aware that the hardware and software shall be shipped to MDPS on or before January 9, 2007 with installation completed by January 14, 2007.
- 4.8 If any component necessary for operation of the requested systems is omitted from Vendor's proposal, Vendor must be willing to provide that component at no additional cost. This includes, but is not limited to, all cabling, connectors, interfaces, and programming of the system, to render the configuration fully operational.
- 4.9 MDPS acknowledges that the functional specifications within LOC are not exhaustive. Rather, they reflect the known requirements MDPS must have met by the proposed system. This acknowledgement does not relieve the Vendor of the responsibility of proposing a complete system to meet the immediate needs of

MDPS. The vendor must provide all wiring, programming, and configuration necessary to make the installed system fully operational in MDPS's environment described herein.

- 4.10 MDPS will not be implementing Voice over IP (VoIP) at this time. Vendors will be given an opportunity later in the LOC to detail what would be required to convert the system to VoIP.

## **5. FUNCTIONAL/TECHNICAL SPECIFICATIONS**

- 5.1 The proposed system must be capable of supporting analog and digital technologies.
- 5.2 The proposed system must have integrated voice/data capabilities.
- 5.3 Vendors must state whether the equipment being proposed is FCC registered for Key System, Hybrid, or PBX. Vendor should include the FCC registration number(s) in this item.
- 5.4 The proposed system must be modular and easily expandable without major equipment modifications.
- 5.5 Due to the functions of MDPS and, as a result, the criticality of communications for MDPS, the system must have duplication of all critical components. The purpose of the duplication is to ensure the system functions at all times, regardless of a component failure. Such duplication may also be referred to as duplicate common control.
  - 5.5.1 Any programming will be performed only on the host/primary processor.
  - 5.5.2 All programming must be mirrored or immediately updated on the redundant server as changes are made to the host/primary processor.
  - 5.5.3 If the system goes into failover mode, there must be no loss of features or functionality during this time. The system will continue to operate as if it were running on the host/primary processor.
  - 5.5.4 End users must not be impacted if the host/primary processor fails. The redundant server must continue existing calls. Users must be able to place and receive calls during the transition from the host/primary processor to the redundant server.

**5.5.5 Inability to provide required duplication of critical components as described in item 5.5 through 5.5.4 will eliminate Vendor's response from further consideration.**

- 5.6 MDPS must be able to administer the proposed system from at least two locations on campus, one of which may be in a building other than the structure where the equipment room is located. In fact, the additional administration terminal may be at a remote MDPS site. The connection should be via an Ethernet card connecting to the MDPS LAN. Vendor will provide the Ethernet card/interface for the PBX. MDPS will provide network address information prior to implementation.
  - 5.6.1 MDPS will furnish the PCs, but if any special PC configuration is required for system administration, Vendor must list those prerequisites in this item.
- 5.7 Vendors should propose a "key coded" system, meaning additional functionality / features are already in the proposed system and can be unlocked by purchasing a key code (a code that can be keyed in to activate the new feature) from the telecommunication system manufacturer. This will eliminate the necessity of adding additional system cards when MDPS wishes to activate optional functionality.
  - 5.7.1 If available, vendor must provide a detailed list of all optional key code functionality along with itemized pricing for the activation of each function on the RFP Information Form.
- 5.8 Proposed system must support Enhanced Emergency 911 services.
- 5.9 The proposed system must provide discriminating ringing to enable the party receiving a call to distinguish between an internal call and an outside call.
- 5.10 The proposed system shall provide a "re-order signal" to unauthorized telephones attempting to select an outside trunk.
- 5.11 The proposed system must provide trunk queuing to allow a station to queue on a group of lines. When a line becomes available, the system must be able to automatically ring the queued phone, and then re-transmit the dialed number. It should not be necessary for the user to re-dial the desired number.
- 5.12 The proposed system must allow for connectivity of a central office facility (either via a CO trunk or PRI trunk) to the system that will directly ring a designated phone without the assistance of an operator. This functionality,

sometimes referred to as direct inward dialing, will provide private line service. This call must be automatically routed to an attendant and/or voice mail if it is not answered within a pre-determined time.

- 5.13 The proposed system must provide "Call Park" with remote pickup. This shall enable an attendant or any internal end-user to park calls and permit a paged party to remotely pick up an outside call from any telephone on the system.
- 5.14 The proposed system must allow transferred calls to busy extensions (without voice mail capabilities) to be automatically returned to the party that originated the transfer.
  - 5.14.1 If the originating set is equipped with a display, a "Busy" message shall appear on the display.
- 5.15 The proposed system must be capable of providing "night answer." When placing the system in the "night answer" mode, it must be possible for an incoming call on any trunk to be directed to a pre-determined extension.
- 5.16 The proposed system must be able to restrict individual phones from access to outside lines and/or long distance calling on a case-by-case basis.
- 5.17 The proposed system must have a music input port so that parties awaiting transfer can listen to music on hold. Vendors are not expected to provide a music source.
  - 5.17.1 The proposed system must have the ability to add music-on-hold or announcement-on-hold equipment or electronic files (MP3s, .wav files, etc.) without requiring changes to the base system.
- 5.18 The proposed system must include Call Accounting software as part of the base system. Vendor must clearly identify all pricing associated with the Call Accounting in the RFP Information Form. **Failure to provide Call Accounting will eliminate your response from further consideration.**
  - 5.18.1 The Call Accounting information must be captured by a PC on the MDPS LAN. The Call Accounting reports may be processed and accessed from PCs located in buildings other than the one housing the equipment room.
  - 5.18.2 MDPS will furnish the PCs, but if any special PC configuration is required for system administration of Call Accounting, Vendor must list those prerequisites in this item.

- 5.18.3 Vendor must indicate in this item if separate PCs are required to administer the system and the Call Accounting software.
- 5.18.4 The Call Accounting software must be capable of using cost data provided by ITS. ITS has a negotiated contract with a local and long distance service provider for long distance and toll-free service at non-standard tariff rates.
- 5.18.5 The proposed communications system should be able to output and the Call Accounting software must be able to capture local calls as well as station-to-station calls.
  - 5.18.5.1 If the capability is available, the system administrator must be able to turn the capability on and off as required.
- 5.19 The proposed system must include Automatic Call Distribution (ACD). ACD will, among other functions, answer incoming calls, queue calls, and distribute calls to agents. **Failure to provide the ACD function will eliminate your response from further consideration.**
  - 5.19.1 MDPS will require a minimum of four ACD groups (splits) with as few as 4 agents in one group and as many as 25 in another group.
  - 5.19.2 Calls may be directed to an ACD group via a direct number (DID), an automated attendant, and/or from the attendant console.
  - 5.19.3 The ACD must allow calls to queue if there are no available agents to take the call.
    - 5.19.3.1 The length of the queue (i.e., the number of calls waiting) must be variable based on the size of the split.
    - 5.19.3.2 Vendor must state if the system has the ability to overflow calls from one split to another based conditions such as the number of calls in queue, the anticipated wait in queue, or the number of agents available to receive calls.
  - 5.19.4 The ACD must route the call based upon at least two of the following: next available agent, most idle agent, or skill set.
    - 5.19.4.1 State other routing options available with the proposed system.

- 5.19.5 Agents should be required to log-into their assigned ACD group or groups (i.e., agents may be a member of one or many groups) in order to receive calls.
  - 5.19.5.1 Both single line and multi-line phones shall have a feature code that is dialed to log-into the ACD group(s).
  - 5.19.5.2 Multi-line phones will have the ability to use a feature button to log-into the ACD group(s).
- 5.19.6 The system must allow an agent to dial a feature code (single line and multi-line phones) or press a feature button (multi-line phone) to enter an after-call (auxiliary) work state. This work state allows agents to complete any necessary paperwork, etc., associated with the completion of a call. Agents will dial another code or press a feature button to return to an available state.
- 5.19.7 The system must put agents into an available state when they have completed an ACD call. If agents need to go into the after-call work state, the agents will have to manually activate the feature code.
- 5.19.8 The system must provide each supervisor with a means via a PC to monitor agent and call progress.
  - 5.19.8.1 Vendor must state if a dedicated PC is required to provide this function or if the supervisor can monitor the agents and splits via an existing PC.
  - 5.19.8.2 MDPS will furnish the PCs, but if any special PC configuration is required, Vendor must list those prerequisites in this item.
- 5.19.9 The supervisory monitor must provide the following information or capabilities.
  - 5.19.9.1 The supervisor must be able to see the number of calls in queue.
    - 5.19.9.1.1 Queued call information should also include:
      - 5.19.9.1.1.1 How long the oldest call has been in queue;
      - 5.19.9.1.1.2 Estimated time before the next call is answered; and

- 5.19.9.1.1.3 Abandoned calls from queue with average time to abandonment.
- 5.19.9.2 The supervisor must be able to see the number of agents logged-into the system and available for calls, the number of agents not logged-in, and the number of agents in an after-call work state.
- 5.19.9.3 The supervisor should be able to observe the average speed of answer.
- 5.19.9.4 The average talk time for a split and the talk time for each agent should be displayed on the supervisor's monitor.
- 5.19.9.5 Vendor must state other information or capabilities available for the supervisor monitor.
- 5.19.10 The system must provide a delay announcement to the caller in queue. Such an announcement may advise the waiting caller that all agents are busy.
  - 5.19.10.1 If the call remains in queue, the system should be able to repeat the announcement at least once, 30 seconds after the initial announcement.
  - 5.19.10.2 State if the proposed system can also include in the delay announcement the anticipated wait in queue.
- 5.19.11 The proposed system must allow the supervisor to monitor the audio of the calls without an indication that intrusion has occurred. Such call supervision may be used for training purposes.
  - 5.19.11.1 Agents must have the ability to signal a supervisor to join the call, using this call supervision, if an agent is having problems with the call or needs additional help with a call. State how the agent will notify the supervisor to enter the call, e.g., by dialing a feature code.
- 5.19.12 The system must provide historical reports that track ACD group and agent performance over a period of time. Such reports can be used to track peak call times, seasonal fluctuation in calling patterns, and to determine how long calls last, how quickly agents are answering calls, and if additional agents are needed. State what reports are available.

- 5.20 The proposed system must be able to interface with an external paging source. Vendor must explain how this interface takes place.
  - 5.20.1 MDPS currently utilizes a Bogan paging system with an AT&T interface, which will remain in place. The system is accessed through the current PBX.
  - 5.20.2 Vendor must state if there is a limit to the number of zones of paging the system can access. MDPS currently accesses four (4) zones of paging. This number of zones is the minimal required.
- 5.21 The proposed system must be able to add integrated wireless and/or cordless telecommunication equipment without requiring changes to the base system.
  - 5.21.1 No wireless access points are required as part of this proposal.
- 5.22 Should the handset associated with the speaker be lifted from its cradle, the proposed system must provide automatic switching of the talk path from loudspeaker intercom mode to a telephone mode, during the course of a call.
- 5.23 The proposed systems must provide emergency telephone capabilities, allowing for all phones to be “line-powered” in the case of an external power failure. All phones proposed must be capable of this functionality as well.
- 5.24 MDPS requires that the system proposed support interfaces for analog and digital phones based on MDPS’s current and future phone requirements.
- 5.25 Vendors must describe in detail the operational requirements of the system being proposed (i.e. Voltage/Wattage requirements, operating temperature range, etc.). Vendors must indicate if any special plugs or a separate circuit are required.
- 5.26 General specifications for the new telephone system are:
  - 5.26.1 Equipped for 165 digital station ports. Digital ports must operate on single pair cabling.
  - 5.26.2 Multi-line digital phone with a minimum of 22 line appearances—Qty. 16
  - 5.26.3 Multi-line digital phones with a minimum of 16 line appearances—Qty. 141
  - 5.26.4 Attendant Consoles

- 5.26.4.1 2 Attendant consoles with a busy lamp field (BLF) for all extensions
- 5.26.4.2 1 “Soft” Attendant console that will run on a PC furnished by MDPS
- 5.26.4.3 Each console must be able to provide backup to the other consoles
- 5.26.4.4 During periods of high call volumes, consoles must operate simultaneously
- 5.26.4.5 The system must accommodate additional attendant consoles, both “hard” and “soft” versions.
- 5.26.5 Equipped for 170 analog station ports
  - 5.26.5.1 MDPS plans to reuse single line phones.
  - 5.26.5.2 The system must support message waiting indicator to existing analog phones.
  - 5.26.5.3 The system must be capable of delivering Caller-ID information to the single line sets. MDPS expects the Caller-ID information to be delivered to the sets with an attached Caller-ID box. These Caller-ID units will be purchased outside this RFP.
    - 5.26.5.3.1 Caller-ID information should include outside caller information provided via the PRI/ISDN facilities and the station number (and name if defined) of any internal calls.
    - 5.26.5.3.2 State any limitations to Caller-ID on analog stations.
    - 5.26.5.3.3 If a specialized single line set is required, Vendor must show that pricing on a separate RFP Information Form (Cost Summary Information).
- 5.26.6 Station hunt groups
- 5.26.7 Speed dialing

- 5.26.8 Call forwarding – all calls
- 5.26.9 Call forwarding – busy/don't answer
- 5.26.10 Conference calling – minimum of three parties
  - 5.26.10.1 Provide details as to conferencing capabilities.
- 5.26.11 Redialing
- 5.26.12 Call transfer
- 5.26.13 Hold button
- 5.26.14 Battery backup—Two hour minimum
- 5.26.15 Surge protector
- 5.26.16 Ability to increase capacity to 1000 ports in the future.
- 5.26.17 48 PRI/ISDN Channels
  - 5.26.17.1 The system must be able to accommodate addition PRI/ISDN Channels if required in the future

## 5.27 Digital Set Capabilities

- 5.27.1 Proposed sets must have an LCD Display.
  - 5.27.1.1 Vendor must state what information is displayed, if any, on the LCD when the phone is not in use (e.g., the date, time of day, etc.).
  - 5.27.1.2 Caller-ID
    - 5.27.1.2.1 The LCD must display any Caller-ID information delivered by the PRI/ISDN facilities.
    - 5.27.1.2.2 The LCD must display any Caller-ID information from internal calls, such as the extension number of the calling station.
- 5.27.2 Proposed sets must include a speakerphone which will accommodate hands-free answer and on-hook dialing.

- 5.27.3 Buttons on the sets must be available for line appearances, busy lamp indicators for monitored stations, speed dialing, and feature access (e.g., activate call forwarding).
- 5.27.4 Proposed sets must have a Transfer Key.
- 5.27.5 Proposed sets should have Last Number Redial.
- 5.27.6 Proposed sets must have Adjustable ringer volume.
- 5.27.7 Proposed sets must have Visual Message Waiting Indication for Voice Mail.
- 5.27.8 Proposed sets must have a Hold Key.
- 5.27.9 Proposed sets should be wall mountable without any additional hardware requirements. (If additional hardware is required, Vendor must clearly identify the unit cost for such hardware in the RFP Information Form, Call Summary Information.)
- 5.27.10 Vendors should propose sets that can accept standard electronic headsets without any additional hardware requirements. (If additional hardware is required, Vendor must clearly identify the unit cost for such hardware in the RFP Information Form Call Summary Information.)

## 5.28 Voice Mail

- 5.28.1 A voice mailbox is required for all station users.
  - 5.28.1.1 Vendors should size the voice mail system to accommodate a minimum of 24 ports and a minimum of one hour of storage per user (325 stations).
  - 5.28.1.2 The system must support a maximum length of five (5) minutes for any message that can be recorded by a caller.
  - 5.28.1.3 The system must have the ability to accommodate future growth by adding equipment and/or software rather than replacing the voice mail system.
  - 5.28.1.4 The system should allow the sharing of a single telephone extension, yet have individual private mailboxes. Callers can choose to be routed to a specific subscriber's mailbox when calling a shared extension.

5.28.2 Vendor's proposed voice mail messaging system must have the following features:

- 5.28.2.1 Alert subscribers to new messages;
- 5.28.2.2 Allow a caller to look up a particular subscriber's extension number by spelling the subscriber's name via touch-tone input;
- 5.28.2.3 Support a dial-by-name feature;
- 5.28.2.4 Support a "zero out" to the attendant feature;
- 5.28.2.5 Provide a count of new and saved voice messages at login;
- 5.28.2.6 Accommodate users in different time zones receiving messages correctly time-stamped for the receiving subscriber's location. All time zones worldwide must be accommodated.
- 5.28.2.7 Support multiple methods for message and call notification to subscribers;
- 5.28.2.8 Allow for off-site notification to different destinations; and
- 5.28.2.9 Include functionality to allow callers to reach subscribers at alternate telephone numbers defined by the subscriber.

5.28.3 System Requirements

- 5.28.3.1 The system must provide a tutorial for the first-time subscriber.
- 5.28.3.2 The system must make outcalls to a pager, a telephone number, or a telephone list based upon a subscriber-defined schedule and parameters based on the type of message received and the urgency of the message. Please describe how this function is performed.
- 5.28.3.3 After addressing the message, the system must provide the following options to the subscriber:
  - 5.28.3.3.1 Send the message without additional markings;
  - 5.28.3.3.2 Mark the message as urgent (high priority);
  - 5.28.3.3.3 Mark the message as private; and/or

- 5.28.3.3.4 Mark the message for future delivery.
- 5.28.3.4 The system must notify subscribers of new messages by providing message waiting indication via a message waiting light (preferred) and/or a stutter dial tone.
  - 5.28.3.4.1 List all means of message notification.
- 5.28.3.5 Graphical user interface (GUI) clients must be available to the subscriber to access voice and fax messages from a PC.
- 5.28.3.6 Unanswered calls to the subscriber's mailbox can be redirected to a list of subscriber-specified phone numbers in an attempt to find the subscriber. The subscriber must be able to specify the list of phone numbers, as well as multiple schedules.
  - 5.28.3.6.1 State how many ports are utilized to redirect the call to a subscriber-specified phone number.
  - 5.28.3.6.2 If the subscriber does not answer at the redirected numbers, the caller will be transferred to the subscriber's voice mailbox.
- 5.28.3.7 Multilingual prompts must be available for automated attendant and at a subscriber level for which the system can offer subscribers and callers a choice of languages. Individual subscriber mailboxes must be able to support a minimum of two languages to include English and Spanish, as well as TTY/TDD.
- 5.28.3.8 Messaging capabilities must still exist when the message storage server is offline.
- 5.28.3.9 Variable length subscriber passwords must be supported. State the minimum and maximum lengths. The system must have the option of requiring subscribers to periodically change their passwords.
- 5.28.3.10 System diagnostics must run 24 hours per day without system disruption.
- 5.28.3.11 The capability to have the system backed up both automatically (unattended) and on demand (attended) must be available. System information as well as all message types (voice mail, e-mail, faxes) must be backed up. To facilitate disaster recovery

planning, the system must support backing up to a remote storage location on the LAN.

5.28.3.12 State the environmental specifications for all components.

5.28.3.13 Describe the required licenses associated with the system.

#### 5.28.4 Subscriber Capabilities

5.28.4.1 The system must also be capable of notifying subscribers of new messages by attempting to contact subscribers using designated phone numbers according to time of day and day of week.

5.28.4.2 Subscribers must be able to have more than one extension number associated with a mailbox. For subscribers with more than one extension number associated with a mailbox, it must be possible to customize the call answer behavior for each extension. This requirement is different than the requirement in 5.28.1.4 where multiple users share a single phone.

5.28.4.3 Subscribers must be able to record and activate multiple personal mailbox greetings. The system must recognize and play different personal greetings for all conditions, for a busy condition, for a no answer condition, and for an extended absence. If a personal greeting is not recorded, the system must play a standard greeting with the subscriber's recorded name and give callers the option to leave a message.

5.28.4.4 Subscribers must be able to address messages using a mailbox number, numeric address, network address, name, or distribution list. Subscribers must also be able to cancel an incorrect address without affecting the message, as well as cancel the message so it is not sent.

5.28.4.5 Subscribers must have the ability to access their voice messages, via a Web browser.

5.28.4.6 Subscribers should have the ability to choose to receive text notification when a voice mail message or a fax message is left. The subscriber notification can be to a pager, SMS-enabled digital phone, or other device that accepts an SMTP/MIME address.

- 5.28.4.7 Each subscriber's mailbox must be able to have a unique destination if the caller presses "0."
- 5.28.4.8 Message Review Controls from the Telephone User Interface (TUI) - The subscriber must be able to do all of the following during message review:
  - 5.28.4.8.1 Listen to envelope information
  - 5.28.4.8.2 Save a message indefinitely
  - 5.28.4.8.3 Delete/undelete a message
  - 5.28.4.8.4 List all recipients
  - 5.28.4.8.5 Move backward/forward in increments
  - 5.28.4.8.6 Control speed (play message faster/slower/reset)
  - 5.28.4.8.7 Control volume (play message louder/softer/reset)
  - 5.28.4.8.8 Rewind to the beginning
  - 5.28.4.8.9 Fast-forward to the end
  - 5.28.4.8.10 Skip the message
  - 5.28.4.8.11 Cancel message review and return to the Main Menu
  - 5.28.4.8.12 End of Message Options from the TUI
- 5.28.4.9 Subscribers must be able to conduct the following actions:
  - 5.28.4.9.1 Be able to access their voice mail through any telephone using standard dual-tone multi-frequency (DTMF) signaling.
  - 5.28.4.9.2 Have the capability to forward messages to any other voice mailbox(es) in the system.
  - 5.28.4.9.3 Record, send, and mark messages with designations, such as "urgent" or "private."

- 5.28.4.9.4 Transfer messages to other subscribers and append their own comments.
- 5.28.4.9.5 Pause, replay, erase and re-record, add to a message already recorded, and/or choose to cancel the message.
- 5.28.4.9.6 Create, edit, and/or modify personal distribution lists.
- 5.28.4.9.7 Access system distribution lists.
- 5.28.4.9.8 Listen to messages using an industry-standard PC multi-media player.
- 5.28.4.9.9 Address by name and/or company directory.
- 5.28.4.9.10 Obtain user instruction through system prompts.
- 5.28.4.9.11 Record personal greetings.
- 5.28.4.9.12 Modify personal passwords.
- 5.28.4.9.13 Cancel message review without affecting the remaining new messages.
- 5.28.4.9.14 Print fax to a fax device or printer, depending on system configuration.
- 5.28.4.9.15 Choose to print a list of messages in their inboxes for easy viewing. Messages may include fax and/or voice mail messages.
- 5.28.4.9.16 After listening to a message from another subscriber, reply features must be available without requiring the user to re-address the message. The subscriber should also be able to directly call the sending subscriber from the message without having to dial the extension number.
- 5.28.4.9.17 After listening to a message from the telephone user interface, a non-private message should be able to be forwarded with or without comment to one or multiple recipients, including lists. The system must

verify the forwarding recipient by playing the subscriber's name.

5.28.4.9.18 Manage and maintain voice mail via a Graphical User Interface (GUI).

5.28.4.10 Subscribers and callers must be notified that they are nearing the maximum recording time.

5.28.4.11 Both subscribers and callers may interrupt the menu and enter their option at anytime without listening to the complete menu.

5.28.5 Callers must be able to perform the following functions.

5.28.5.1 Reach an operator for assistance, including automatic transfer for callers who do not respond to prompts in a timely manner or who make too many errors.

5.28.5.2 Access a names directory.

5.28.5.3 Be automatically given context-sensitive help prompts.

5.28.5.4 While recording, callers must be able to pause, replay, and choose to cancel the message.

5.28.5.5 After recording, callers must be able to replay, erase and re-record, add to a message already recorded, mark a message urgent, and choose to cancel the message.

5.28.6 Voice Mail System Administration

5.28.6.1 System administration must be done through a standard web-enabled GUI.

5.28.6.2 The system must prevent unauthorized system access in order to transfer from the system, i.e., accessing the long distance network for the purpose of toll fraud.

5.28.6.3 The system must prevent the Administrator from obtaining users' passwords; however, if the password is forgotten, a new password can be issued.

- 5.28.6.4 The system must lock a mailbox after multiple incorrect attempts to log in. A minimum of three attempts and a maximum of five attempts must be available before mailbox is locked.
- 5.28.6.5 The PBX and the messaging system must be able to be administered from a single tool in order to simultaneously create extensions and mailboxes, and to perform basic moves, adds, and changes to the messaging database.
- 5.28.6.6 The solution should allow multiple distributed systems to be managed from a central management station. Multiple simultaneous logins must be allowed while tracking who is making the changes.
- 5.28.6.7 The Administrator must be able to broadcast a message that is indicated as such when the subscriber logs on to the mailbox.
- 5.28.6.8 The system must provide local and remote administration, including via the industry-standard LDAP.
- 5.28.6.9 The system administrator must be able to perform the following actions:
  - 5.28.6.9.1 Add or modify a class of service. Vendor must state what user permissions or characteristics within a class of service can be created or modified.
  - 5.28.6.9.2 Set the maximum length of voice messages.
  - 5.28.6.9.3 Assign default passwords for users and reset passwords for users that have been locked out of their mailboxes.
  - 5.28.6.9.4 Prevent subscribers from storing voice messages on a PC, if desired.
  - 5.28.6.9.5 Add, delete, or modify a user in the system.

## 5.29 Unified Messaging

- 5.29.1 As an option, MDPS is interested in Unified Messaging (UM).

- 5.29.2 Vendor should propose Unified Messaging for 200, 250, and 300 users. Show pricing for each configuration on a separate RFP Information Form (Cost Summary Information).
- 5.29.3 MDPS currently uses GroupWise, version 6.5. The facility anticipates moving to GroupWise, version 7.X in the near future.
  - 5.29.3.1 The proposed system should be able to accommodate each of these email applications.
  - 5.29.3.2 The UM solution will deliver email, voice mail and fax messages to a single inbox.
  - 5.29.3.3 This Unified Messaging client must be able to provide voice mail files (in .wav format) to be sent to the email inbox of the end-user for listening.
  - 5.29.3.4 The UM client should provide the ability to listen to email over the telephone (text-to-voice), check voice messages from the Internet, and forward and receive faxes.
- 5.29.4 Vendor must use a separate RFP Information Form, Cost Summary Information to provide pricing for the Unified Messaging.
- 5.30 While MDPS will not be implementing Voice over IP (VoIP) at this time, Vendors may propose systems that can be upgraded to VoIP. Detail how the system can be upgraded to accommodate VoIP in the future.

## **6. INSTALLATION**

- 6.1 Vendor must provide not-to-exceed cost for installation. Installation will include: unpacking, setup, physical installation and programming of the equipment, installation of peripherals, and meeting with MDPS to verify installation requirements.
- 6.2 Vendor must indicate if Vendor personnel or manufacturer personnel will provide the installation. If Vendor personnel, Vendor must provide documentation substantiating authorization to provide installation.
- 6.3 Vendor must detail the installation approach and plan. Use calendar days in developing the plan. The plan may be included in this item or as an attachment to your response.

- 6.4 A critical element for a successful implementation is data gathering. Vendor must meet with MDPS so that all data gathering is completed no later than one week prior to cutover.
  - 6.4.1 Data gathering should include information that allows the Vendor to customize the system for each user's needs. This information will include but not be limited to:
    - 6.4.1.1 Trunking information;
    - 6.4.1.2 Definition of call pick-up groups;
    - 6.4.1.3 Definition of hunt groups;
    - 6.4.1.4 Definition of ACD splits;
    - 6.4.1.5 Features programmed on each phone, such as call forwarding and speed calling; and
    - 6.4.1.6 Zero option for voice mail.
  - 6.4.2 Vendor will provide a printout of the database to both MDPS and ITS prior to cutover.
  - 6.4.3 Vendor must consider time for data gathering when developing the work plan requested in item 6.3.
- 6.5 Vendor must have a technician/programmer available on the first day after cutover to correct or to make any minor programming changes.
- 6.6 Acceptance
  - 6.6.1 MDPS shall accept or reject the awarded Vendor's proposed solution after a fifteen (15) business day testing period using testing criteria developed by MDPS.
  - 6.6.2 MDPS will have the opportunity to evaluate and test the installed system to confirm that it performs without any material defects and performs pursuant to the specifications in this LOC and the Vendor's response to this LOC.
  - 6.6.3 In the event that the PBX fails to perform, MDPS will notify the Vendor who shall have five (5) working days to correct the defects identified by

MDPS. Vendor shall have the option to replace the defective equipment/software.

6.6.4 Should Vendor fail to correct the defects or replace the defective equipment/software, MDPS reserves the right to return the equipment/software at Vendor's expense and to cancel the supplement and/or purchase order.

6.6.5 Upon receipt of corrected or replaced equipment/software, MDPS shall have another fifteen (15) business day acceptance period in which to evaluate/retest the equipment/software.

## **7. TRAINING**

7.1 Training must provide the system users with instructions on how to use the functions and features on a day-to-day basis. Training must be conducted separately from data gathering.

7.2 Vendor must propose training for three (3) system administrators, 325 end users, three (3) ACD supervisors, and three (3) console attendants. Vendor must include the recommended number of students per class and how long the average class will last.

7.3 Training must take place using live equipment with hands-on training for system administrators, end users and console attendants.

7.3.1 Attendant Console training must take place on live equipment prior to the first day of operation after cutover.

7.3.2 Vendor must indicate if all other training will take place prior to the first day of operation after cutover (preferred). If not, Vendor must state when training will take place.

7.4 Vendor must provide a user manual for each phone.

7.5 Vendor must indicate if Vendor personnel or 3<sup>rd</sup> party personnel will provide the training. Training performed by the installation/service technician will not be acceptable.

7.6 Vendor must have a trainer available on site for at least one day after cutover to respond to questions and provide refresher training.

7.7 A detailed description of the training must be included with Vendor's response. Costs associated with training must be included as a separate line item.

- 7.8 Vendor must state a per hour cost for training provided post-installation, if such training is deemed necessary by MDPS.

## **8. WARRANTY/MAINTENANCE**

- 8.1 All equipment proposed must include a full parts warranty effective from the date of installation, covering any and all defects in materials and workmanship.
- 8.2 All equipment must be warranted for a minimum of twelve (12) months and include parts and labor as well as any travel expense.
- 8.3 Warranty/Post Warranty coverage is defined as 8:00AM to 5:00PM Monday through Friday. On-site service will be required for any problems not directly related to malfunctioning telephone sets.
- 8.3.1 As an option, MDPS is interested in 24/7 Warranty coverage. If a cost is associated with providing 24/7 coverage during Warranty, pricing should be clearly labeled on a separate RFP Information Form (Cost Summary Information).
- 8.3.2 Vendor must provide the cost for both 8 to 5, M-F Post Warranty and 24/7 Post Warranty coverage, clearly labeled on the RFP Information Form (Cost Summary Information).
- 8.4 Defective equipment, within the warranty period, will be replaced or repaired.
- 8.5 The Vendor must return the equipment sent in for repair or replacement to the agency/institution within forty-eight (48) hours.
- 8.6 The Vendor must be responsible for shipping and handling costs for returning repaired equipment to the owner during the warranty period.
- 8.7 If a new item was initially purchased, the Vendor will replace the returned item with new equipment during the warranty period. If Vendor replaces with refurbished equipment, Vendor must warrant the equipment as new.
- 8.8 The Vendor must provide all work needed to keep the telephone system operating properly, including periodic testing, repairs and all necessary parts and labor.
- 8.9 The service agreement must cover the entire system including the switching system, electronic station instruments, miscellaneous equipment and installation.
- 8.9.1 Vendors will **not** be expected to provide coverage for the single line (analog) telephone sets reused by MDPS. Vendors will be **required** to

provide coverage for the proposed equipment to which those sets will be connected.

- 8.10 There will be no additional charges for repair calls during the warranty period or post warranty contract period with the exception of repair calls initiated by client after hours. Vendor may charge a premium rate for labor after hours.
  - 8.10.1 Vendor must state in this item what the after hour labor rate will be.
- 8.11 Vendor must include locations of service technicians that will be available to provide maintenance to the MDPS Headquarters office.
  - 8.11.1 Vendors must have at least two (2) technicians located in the Jackson Metro area (Hinds, Madison, and Rankin counties).
- 8.12 Service technicians must be certified on the proposed equipment.
- 8.13 All prices quoted for service shall be guaranteed for twelve (12) months after acceptance.
- 8.14 Warranty and post warranty coverage must include any system damage as a result of lightning or any other foreign voltage. Neither of these events shall be excluded from coverage as acts of God.
- 8.15 Technician should contact the designated person at the customer site concerning expected arrival on-site to perform maintenance/service.
- 8.16 The technician will also notify the customer contact upon arrival on-site. When work is completed, the technician will notify the customer contact as to the work performed and that technician is departing. If work requires more than an hour on-site or the ordering of parts, technician will provide a status report to the customer contact.
- 8.17 Vendor must agree to provide periodic meetings between the customer's staff and Vendor management to resolve any problems and coordinate procedural matters. The scheduling of such meetings will be left at the discretion of the customer.
- 8.18 Warranty and Post Warranty Service response times for emergency and non-emergency problems are as follows:
  - 8.18.1 For warranty and post warranty services, the State of Mississippi will expect an emergency response of not more than two (2) hours after receipt of call, twenty-four (24) hours per day, seven (7) days a week.

- 8.18.2 Emergency is defined as any problem or equipment failure that materially interferes with the buyer's function, or:
  - 8.18.2.1 Twenty percent (20%) or more of the Central Office Lines or trunks inoperative.
  - 8.18.2.2 Twenty percent (20%) or more of the internal lines or stations inoperative.
- 8.18.3 Inoperative is defined as the inability to either originate or receive calls.
- 8.18.4 Response is defined as a qualified technician on-site or the resolution by a technician remotely.
- 8.19 Response time for routine service requests shall not be later than the next business day after receipt of call.
- 8.20 When a problem occurs, the maintenance Vendor will be called first. However, if the problem is determined to be in the network and not in the system, it will be the Vendor's responsibility to notify the network company and the purchaser of the system. If there is a conflict between the Vendor and the network company and charges are incurred from the network company, those charges will be the responsibility of the maintenance Vendor if in fact the problem was due to an equipment malfunction or failure.
- 8.21 Vendors are required to propose on-site maintenance pricing for years two (2) through five (5), with the same level of coverage as described above. (Year one is the warranty period.) A selection of a post-warranty service agreement will be at the sole discretion of the State.
- 8.22 The Vendor will notify MDPS in writing 60 days prior to the expiration of the initial warranty/maintenance period. Vendor failure to do so will result in Vendor providing post warranty service at no cost until a new post warranty agreement can be negotiated.
- 8.23 Vendor must state a fixed price or the percentage increase, if any, of Vendor's proposed pricing for the initial four (4) year post warranty period. Vendor must agree that in no event shall annual increases exceed five percent (5%).
- 8.24 Vendors must thoroughly explain their warranty and post warranty services.

9. **VENDOR PROFILE**

- 9.1 The Vendor Profile is a result of ITS and client concerns that Vendors have the ability to provide the products and services proposed under this LOC. This Vendor Profile solicits specific information about the Vendors that will be used to determine the Vendor's ability to serve the client.
- 9.2 Vendor should answer these questions in relation to how Vendor can serve MDPS Headquarters office as described in this LOC. ITS is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know, in detail, how Vendor proposes to service MDPS.
- 9.3 ITS is aware that while many of our smaller business Vendors do not have the financial assets and resources of larger Vendors, they are financially stable, with good credit history and ratings. Please remember these are open-ended questions with the intent to provide ITS and our customers with the type of information needed to make secure business choices. Focus on the services Vendor provides within its geographical context.
- 9.4 Directions: All Vendors must respond to all of the following questions. Please be to-the-point and answer all questions.
- 9.5 History
  - 9.5.1 Please provide background details on the company including year started, business structure, ownership information, and changes in control.
  - 9.5.2 How many years has Vendor's company been in business? How many in the Telecommunications business?
  - 9.5.3 Vendors must indicate their participation in ITS contracts, such as EPLs or General RFPs. Please list the contracts and length of time in which you have participated. Example – ABC Company has participated in the Micro EPL for 3 years.
- 9.6 Financial Information
  - 9.6.1 Provide information substantiating that the Vendor has the financial viability to provide the products/services proposed. Information provided in response to this question will be deemed confidential as provided through ITS Open Records policy and procedures. If submitting data as part of a parent company, differentiate the parent company data from data from the responding Vendor's finances. If relying on the financial data of a parent company, supply documentation from the parent company guaranteeing the responding Vendor's performance under this LOC.

- 9.6.2 Is the proposing Vendor under federal bankruptcy proceedings? If so, please describe.
- 9.6.3 To Vendor's knowledge, are the manufacturers of any of the products proposed under federal bankruptcy proceedings? If so, please describe.
- 9.6.4 Supply a copy of Vendor's most recent audited financial statement or annual report. (Required)
- 9.6.5 Vendor may additionally supply some or all of the following as supporting documentation. (Optional)
  - 9.6.5.1 Dunn and Bradstreet rating with copy of D & B report. Note ITS will not pay D & B for these reports.
  - 9.6.5.2 Business profile.
  - 9.6.5.3 Evidence of any other guarantors. Submit supporting documentation.
  - 9.6.5.4 Company's credit level with its major supplier. Submit supporting documentation such as a letter from supplier or banker.

## **10. REFERENCES**

- 10.1 Vendor must provide at least three (3) references similar in function and size to MDPS. A form for providing reference information is attached. ITS requires that references be from completed and/or substantially completed jobs that closely match this request. At least one of the references must have been implemented for a minimum of two (2) years. At least one of the references must have duplication of critical system components and at least one of the references must be using the proposed ACD. Reference information must include, at a minimum,
  - 10.1.1 Entity
  - 10.1.2 Supervisor's name
  - 10.1.3 Supervisor's telephone number
  - 10.1.4 Supervisor's email address
  - 10.1.5 Length of Project (i.e., how long has the system been implemented)

#### 10.1.6 Brief Description of Project

- 10.2 The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 10.3 References that are no longer in business cannot be used. Inability to reach the reference will result in that reference deemed non-responsive.
- 10.4 Vendors receiving negative references may be eliminated from further consideration.
- 10.5 ITS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom ITS or MDPS is aware, even if that customer is not included in the Vendor's list of references.

### **11. ADDITIONAL REQUIREMENTS**

- 11.1 MDPS reserves the right to conduct a background check on any Vendor employee who will be on the premises of MDPS prior to allowing access.
- 11.2 ITS acknowledges that the specifications within this LOC are not exhaustive. Rather, they reflect the known requirements ITS must have met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 11.3 Vendor must specify the discounted price for each item.
- 11.4 Vendor must specify a unit cost for all proposed items.
- 11.5 Freight is FOB destination. No itemized shipping charges will be accepted.
- 11.6 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
- 11.7 Vendor must indicate the maximum capacities for the proposed system. Indicate if maximums are inclusive or exclusive of one another. For example, if the maximum number of trunks is 250, the maximum number of stations is reduced from 10,000 to 9,000.

- 11.7.1 Vendor must also state the spare capacity of the proposed system as equipped. For example, we requested 102 multi-line telephone sets, but the proposed system will actually accommodate 112 multi-line phones at installation.
- 11.8 If Vendor proposes more than one alternative (no more than two), Vendor is responsible for identifying the alternative believed to be the best fit to meet the requirements. Alternatives must still meet the intent of this LOC. Proposing an alternative does not in anyway relieve Vendor from proposing the base system required in this LOC. Consideration of the alternative is at the sole discretion of ITS and MDPS.
- 11.9 A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the winning Vendor to execute a Purchase Agreement with ITS.
  - 11.9.1 A Standard Purchase Agreement has been attached for your review. The inclusion of this Purchase Agreement does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC.
  - 11.9.2 If Vendor can not comply with any term or condition of this Purchase Agreement, Vendor must list and explain each specific exception on the Proposal Exception Summary Form explained in Section 12 and attached to this LOC.
  - 11.9.3 Winning vendor must be willing to sign the attached Purchase Agreement within 15 working days of the notice of award. If the Purchase Agreement is not executed within 15 working day period, ITS reserves the right to negotiate with the next lowest and best vendor in the evaluation.
  - 11.9.4 The Purchase Agreement includes the provision for a Performance Bond in the amount of the total purchase price of the system. Per the information stated in RFP 3509 regarding a Performance Bond, Vendor must specify the cost of the performance bond or letter of credit as a separate line item in the RFP Information Form.
- 11.10 Vendor must provide the state of incorporation of the company and a name, title, address, email address, and telephone number for the "Notice" article of the contract.

## **12. PROPOSAL EXCEPTIONS**

- 12.1 Please return the attached Proposal Exception Summary Form with any exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
- 12.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
  - 12.2.1 The specification is not a matter of State law;
  - 12.2.2 The proposal still meets the intent of the procurement;
  - 12.2.3 A Proposal Exception Summary Form is included with Vendor’s proposal; and
  - 12.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.
- 12.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
  - 12.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 12.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
  - 12.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
  - 12.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
- 12.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.

- 12.5 An exception will be accepted or rejected at the sole discretion of the State.
- 12.6 Prior to taking any exceptions to this procurement, ITS requests that, to the extent possible, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### **13. SCORING METHODOLOGY**

- 13.1 ITS may score proposals received using the following categories.
  - 13.1.1 Cost
  - 13.1.2 Technical Specifications
  - 13.1.3 Warranty/Support/Installation/Acceptance
  - 13.1.4 Training
  - 13.1.5 Vendor Profile/References
  - 13.1.6 Value-Add-- Product(s) or service(s) exclusive of the stated functional and technical requirements, provided to the State at no additional charge, which, at the State's sole discretion provide benefit to the project or the State.
- 13.2 Each of these categories is assigned a weight between one and 100. The sum of all categories, other than Value-Add, will equal 100 possible points. An added value rating between 0 and 5 may be assigned based on the assessment of the selection committee. These points will be added to the total score.
- 13.3 All information provided by the vendors and other information available to ITS staff will be used to evaluate the proposals.

### **14. INSTRUCTIONS TO SUBMIT PRODUCT AND COST INFORMATION**

Please use the attached RFP Information Form, Cost Summary Information to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

### **15. DELIVERY INSTRUCTIONS**

- 15.1 **Vendor must deliver his response to Paula Conn at ITS by Tuesday, November 13, 2007, by 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, via email, or by fax. Fax number is (601) 354-6016. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the vendor that proposals reach ITS on time. Vendors should contact Paula Conn to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
- 15.2 If you have any questions concerning this request, please e-mail Paula Conn of ITS at conn@its.state.ms.us. **Any questions concerning the specifications detailed in this LOC must be received by Thursday, November 1, by 3:00 P.M. (Central Time).**

Enclosures: RFP Information Form  
Reference Information Form  
Proposal Exception Summary Form  
Standard Purchase Agreement

**RFP INFORMATION FORM - 3509**  
**COST SUMMARY INFORMATION**

Please submit the **ITS** requested information response under your general proposal #3509 using the following format.

Send your completed form back to the Technology Consultant listed below. If the necessary information is not included, your response cannot be considered.

**ITS Technology Consultant Name:** Paula Conn

**RFP#** 3509

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Contact E-mail:** \_\_\_\_\_

MFG	MFG #*	DESCRIPTION	QTY	UNIT COST	EXTENDED COST**

If any of the items below are included in vendor's proposal they must be detailed below.

Warranty:

Installation:\*\*

Maintenance:

Training:

\*Manufacturer model number, not Vendor number. If Vendor's internal number is needed for purchase order, include an additional column for that number

\*\*If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel

### REFERENCE INFORMATION FORM

The information provided below will be used to contact references.

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

**PROPOSAL EXCEPTION SUMMARY FORM**

ITS LOC Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

**PROJECT NUMBER 37106  
PURCHASE AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**

This Purchase Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT VENDOR'S STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR'S ADDRESS** (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Public Safety located at 1900 East Woodrow Wilson Drive, Highway Patrol Building, Jackson, Mississippi 39216 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

**WHEREAS**, Purchaser, pursuant to Letter of Configuration Number 37106 dated October 25, 2007 (hereinafter referred to as "LOC"), based on General Request for Proposals ("RFP") No. 3509, requested proposals for the acquisition of certain equipment and software (hereinafter referred to as "Products") for the procurement and installation of a telecommunications system as listed in Exhibit A which is attached hereto and incorporated herein; and

**WHEREAS**, Seller was the successful proposer in an open, fair and competitive procurement process;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

**ARTICLE 1 TERM OF AGREEMENT**

**1.1** This Agreement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein have been completed. Seller agrees to complete all tasks required under this Agreement, with the exception of warranty service, on or before the close of business on January 14, 2008, or within such other period as may be agreed to by the parties.

**1.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Purchaser following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

**ARTICLE 2 FURNISHING OF EQUIPMENT**

**2.1** Subject to the terms and conditions set forth herein, Seller agrees to provide and Purchaser agrees to buy as needed, the Products listed in the attached Exhibit A and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of \$**INSERT AMOUNT** unless prior written authorization from ITS has been obtained. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the Products to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of six (6) months from the effective date of this Agreement. In the event there is a national price decrease of the Products bid during this time, Seller agrees to extend the new, lower pricing to Purchaser.

**2.2** The Products provided by Seller shall meet or exceed the minimum specifications set forth in the LOC, General RFP No. 3509 and the Seller's Proposals in response thereto.

### **ARTICLE 3 DELIVERY, RISK OF LOSS, INSTALLATION AND ACCEPTANCE**

**3.1** Seller shall deliver the Products to the location specified by Purchaser and pursuant to the delivery schedule set forth by Purchaser.

**3.2** Seller shall assume and shall bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof.

**3.3** Seller shall complete installation of the Products pursuant to the requirements set forth in the LOC. Seller acknowledges that installation shall be accomplished with minimal interruption of Purchaser's normal day to day operations.

**3.4** Seller shall be responsible for replacing, restoring or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

**3.5** Seller shall be responsible for installing all equipment, cable and materials in accordance with all State, Federal and industry standards for such items.

**3.6** Purchaser shall accept or reject the Products provided by Seller after a fifteen (15) business day testing period utilizing testing criteria developed by Purchaser. During the acceptance period, Purchaser shall have the opportunity to evaluate and test the Products to confirm that it performs without any defects and performs pursuant to the specifications set forth in the LOC and General RFP No. 3509. Purchaser shall notify Seller in writing of its acceptance of the Products.

**3.7** In the event the Product fails to perform as stated above, Purchaser shall notify Seller. Seller shall, within five (5) business days, correct the defects identified by Purchaser or replace the defective Product. Purchaser reserves the right to return the defective Product to Seller at the Seller's expense and to cancel this Agreement.

#### **ARTICLE 4 TITLE TO EQUIPMENT**

Title to the equipment provided under this Agreement shall pass to Purchaser upon its acceptance of the equipment.

#### **ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT**

**5.1** Once the Products have been accepted by Purchaser as prescribed in Article 3 herein, Seller shall submit an invoice for the cost and shall certify that the billing is true and correct. Services will be invoiced as they are rendered. The State may, at its sole discretion, require Seller to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Purchaser agrees to pay Seller in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Seller’s choice. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and the Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement”.

**5.2** Acceptance by the Seller of the last payment from the Purchaser shall operate as a release of all claims against the State by the Seller and any subcontractors or other persons supplying labor or materials used in the performance of any work under this Agreement.

#### **ARTICLE 6 WARRANTIES**

**6.1** Seller represents and warrants that Seller has the right to sell the equipment and license the software provided under this Agreement.

**6.2** Seller represents and warrants that Purchaser shall acquire good and clear title to the equipment purchased hereunder, free and clear of all liens and encumbrances.

**6.3** Seller represents and warrants that each unit of equipment delivered shall be delivered new and not as “used, substituted, rebuilt, refurbished or reinstalled” equipment.

**6.4** Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software or the manufacturer of the equipment.

**6.5** Seller represents and warrants that all equipment provided pursuant to this Agreement shall, for a period of twelve (12) months from the date of acceptance of each item of equipment, be free from defects in material, manufacture, design and workmanship. Seller’s obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the equipment at no cost to Purchaser. In the event Seller can not repair or replace an item of equipment during the

warranty period, Seller shall refund the purchase price of the equipment, and refund any fees paid for services that directly relate to the defective hardware.

**6.6** Seller represents and warrants that the Products provided by Seller shall meet or exceed the minimum specifications set forth in the LOC and General RFP No. 3509 and Seller's Proposals in response thereto.

**6.7** Seller represents and warrants that all software furnished shall be free from material defects for a period of ninety (90) days after acceptance and will function in accordance with the specifications as stated in the LOC and General RFP No. 3509 and the Seller's Proposal in response thereto. If the software does not function accordingly, Seller shall, at no cost to Purchaser, replace the software or refund the fees paid for the software and for any services that directly relate to the defective software.

**6.8** Seller represents and warrants that there is no disabling code or lockup program or device embedded in the software provided to Purchaser. Seller further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the software and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code, lockup program or device.

**6.9** Seller represents and warrants that the software, as delivered to Purchaser, does not contain a computer virus. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

**6.10** Seller represents and warrants, for a period of ninety (90) days from performance of the service, that all work hereunder, including but not limited to, consulting, training and technical support, has been performed in a good and workmanlike manner and consistent with generally accepted industry standards. For any breach of this warranty, Seller shall perform the services again, at no cost to Purchaser, or if Seller is unable to perform the services as warranted, Seller shall reimburse Purchaser the fees paid to Seller for the unsatisfactory services.

## **ARTICLE 7 INFRINGEMENT INDEMNIFICATION**

Seller represents and warrants that neither the hardware, replacement parts nor software, their elements or the use thereof violates or infringes upon any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involve the hardware, software or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against Purchaser. If the continued use of the products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using such products, or upon failing to procure

such right; (b) modify or replace them with non-infringing products, or upon failing to secure either such right, (c) refund to Purchaser the purchase price or software license fees previously paid by Purchaser for the products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

## **ARTICLE 8 EMPLOYMENT STATUS**

**8.1** Seller shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

**8.2** Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

**8.3** Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

**8.4** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

## **ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Seller's comprehensive general liability insurance policy.

## **ARTICLE 10 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## **ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**11.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is only required to negotiate with Seller, as Seller's commitments are binding on all proposed contractors, third parties, and subcontractors.

**11.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**11.3** Seller must obtain the written approval of Purchaser before subcontracting any portion of this Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Purchaser may deem necessary.

**11.4** Seller represents and warrants that any subcontract agreement Seller enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, and that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor and that the Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Seller. The Seller shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer or the like.

**11.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Seller and the Purchaser, where such dispute affects the subcontract.

## **ARTICLE 12 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Purchaser to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this Agreement, Purchaser shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

### **ARTICLE 13 TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Purchaser may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Seller if Seller becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Purchaser may terminate the Agreement without the assessment of any penalties for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

### **ARTICLE 14 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

### **ARTICLE 15 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

### **ARTICLE 16 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

### **ARTICLE 17 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

### **ARTICLE 18 HOLD HARMLESS**

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect and exonerate Purchaser, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including

without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Seller and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 19 THIRD PARTY ACTION NOTIFICATION**

Seller shall notify Purchaser in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Seller or Purchaser by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Seller's performance under this Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 20 AUTHORITY TO CONTRACT**

Seller warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 21 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by facsimile provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Purchaser's address for notice is: Mr. Clay Johnston, MIS Director, Mississippi Department of Public Safety, 1900 East Woodrow Wilson Drive, Jackson, Mississippi 39216. The Seller's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS**

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to any of the Seller's books, documents, papers and/or records that are pertinent to this Agreement to make audits, examinations, excerpts and transcriptions at the Seller's office where such records are kept during Seller's normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit

finding, litigation, or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 23 INSURANCE**

Seller represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Seller's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 24 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Seller and Purchaser, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 25 COMPLIANCE WITH LAWS**

Seller shall comply with, and all activities under this Agreement shall be subject to, all Purchaser policies and procedures, and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

#### **ARTICLE 26 CONFLICT OF INTEREST**

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate this Agreement.

#### **ARTICLE 27 SOVEREIGN IMMUNITY**

By entering into this Agreement with Seller, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 28 CONFIDENTIAL INFORMATION**

Seller shall treat all Purchaser data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Seller and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement.

on behalf of or under the rights of the Seller following any termination or completion of this Agreement.

#### **ARTICLE 29 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Seller on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Seller and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Seller in connection with this Agreement, whether completed or in progress, shall be the property of Purchaser upon completion of this Agreement or upon termination of this Agreement. Purchaser hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Seller is prohibited from use of the above described information and/or materials without the express written approval of Purchaser.

#### **ARTICLE 31 NON-SOLICITATION OF EMPLOYEES**

Seller agrees not to employ or to solicit for employment, directly or indirectly, any of the Purchaser's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Purchaser and the Seller and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

#### **ARTICLE 32 ENTIRE AGREEMENT**

**32.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the internet. The LOC, General RFP No. 3509 and Seller's Proposals in response thereto are hereby incorporated into and made a part of this Agreement.

**32.2** The Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;
- C.** LOC;
- D.** General RFP No. 3509 and written addenda, and
- E.** Seller's Proposals, as accepted by Purchaser, in response to the LOC and General RFP No. 3509.

**32.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“E. Seller’s Proposals”).

#### **ARTICLE 33 SURVIVAL**

Articles 6, 7, 14, 18, 22, 27, 28, 30, 31, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 34 DEBARMENT AND SUSPENSION CERTIFICATION**

Seller certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 35 NETWORK SECURITY**

Seller and Purchaser understand and agree that the State of Mississippi’s Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Seller and Purchaser agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device ( i.e. VPN concentrator, PIX firewall, etc.) on the State’s premises. Seller agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Seller’s premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Seller to comply with same, in

the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

#### **ARTICLE 36 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Seller's contractual obligations, financial or otherwise, contained within this Agreement.

#### **ARTICLE 37 LIQUIDATED DAMAGES**

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Purchaser. In the event of a delay as described herein, Seller shall pay Purchaser, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of five hundred dollars (\$500.00) per day for each calendar day of delay caused by Seller. Purchaser may offset amounts due it as liquidated damages against any monies due Seller under this Agreement. Purchaser will notify Seller in writing of any claim for liquidated damages pursuant hereto on or before the date Purchaser deducts such sums from money payable to Seller. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Purchaser.

#### **ARTICLE 38 PERFORMANCE BOND**

As a condition precedent to the formation of this Agreement, the Seller must provide a performance bond as herein described. To secure the Seller's performance, the Seller shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement and shall not be released to Seller until all services required herein have been completed and accepted by Purchaser. The performance bond shall be procured at Seller's expense and be payable to Mississippi Department of Public Safety. The cost of the bond may be invoiced to the Purchaser after project initiation only if itemized in the Seller's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Seller to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Seller. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Seller's failure to comply with the terms thereof, Purchaser may claim against the performance bond.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of the Mississippi Department of  
Public Safety**

**INSERT VENDOR NAME**

**By: \_\_\_\_\_**  
**Authorized Signature**

**By: \_\_\_\_\_**  
**Authorized Signature**

**Printed Name: David L. Litchliter**

**Printed Name: \_\_\_\_\_**

**Title: Executive Director**

**Title: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Date: \_\_\_\_\_**

## **EXHIBIT A**